



SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Norma Linville, with reference to the following facts:

1. At all times mentioned herein, Norma Linville operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 20701 D Highway, Norborne, MO.
2. APHIS has documented evidence of Norma Linville's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Norma Linville's failure to provide adequate veterinary care and animal husbandry as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.126, 3.1, 3.4, 3.11).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Norma Linville have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Norma Linville admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Norma Linville consents and agrees to the following:
 - a. Norma Linville, doing business as Norma's Kennel, agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of ownership, within twelve (12) weeks from the date Norma Linville signs this Settlement Agreement.



b. Animal Care will, upon written request, grant an exemption for Norma Linville to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Norma Linville lives allow her to keep the animals.

c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Norma Linville holds at the time she signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Norma Linville's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Norma Linville's facility within twelve (12) weeks from the date Norma Linville signs this Settlement Agreement to verify compliance with paragraph (a) above. Norma Linville shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventory. Norma Linville shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Norma Linville signs this Settlement Agreement.

e. As of the date Norma Linville signs this Settlement Agreement, AWA license 43-A-1696 is hereby revoked.

f. Norma Linville and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. §



2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 20701 D Highway, Norborne, MO.

7. Norma Linville consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Norma Linville based upon the non-compliant items documented at 20701 D Highway, Norborne, MO, in connection with animal welfare investigation MO11087-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Norma Linville's agreements and actions described in paragraph 6 above, and the promises and admissions of Norma Linville set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Norma Linville in connection with the alleged AWA violations documented in animal welfare investigation MO11087-AC.

APHIS and Norma Linville warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



United States Department of Agriculture
Animal and Plant Health Inspection Service
Investigative and Enforcement Services

Reference Number: MO11087-AC
Issuance Date: March 12, 2012
Version: Final

Norma Linville

Signature:

Date:

4/23/12

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature:

Date:

4/25/12

Robert J. Huttenlocker

Director

Investigative and Enforcement Services

Animal and Plant Health Inspection Service

United States Department of Agriculture

